

# Taylor, Morell & Gitomer

March 26, 1993

Suite 210

919 18th St., N.W.

Washington, DC 20006

(202) 466-6530/FAX (202) 466-6528

Direct Dial: (202) 466-6532

S  
310 Golde  
Long Beach, C.

(310) 436-2519/FAX (310) 4

RECORDATION NO. 7404-E FILED 1425

MAR 26 1993 2-05 PM

INTERSTATE COMMERCE COMMISSION  
3-085A028

Honorable Sidney L. Strickland  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Dear Secretary Strickland:

I have enclosed duplicate originals of the document described below, to be recorded pursuant to 49 U.S.C. § 11303.

The document is Amendment No. 2 to Lease of Railroad Equipment, a secondary document, dated as of January 1, 1993. The primary document to which this is connected is recorded under Recordation No. 7404. We request that this document be recorded under Recordation No. 7404-E.

The names and addresses of the parties to Amendment No. 2 to Lease of Railroad Equipment is as follows:

Lessor:

Bank of Stockton  
301 East Miner Ave.  
Stockton, CA 94202

Lessee:

Union Pacific Railroad Company, successor to The Western  
Pacific Railroad Company  
1416 Dodge Street  
Omaha, NE 68179

A description of the equipment covered by the document consists of twelve 60'9" 100-ton solid-bottom gondola cars numbered WP 5101-5112, inclusive.

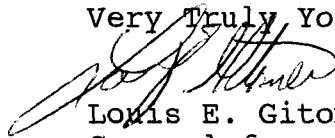
A fee of \$16.00 is enclosed. Please return the originals and one certified copy to:

Louis E. Gitomer  
Taylor, Morell & Gitomer  
Suite 210  
919 18th Street, N.W.  
Washington, DC 20006

Honorable Sidney L. Strickland  
March 26, 1993  
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A short summary of the document to appear in the index follows: Amendment No. 2 to Lease of Railroad Equipment, between Bank of Stockton, 301 East Miner Ave., Stockton, CA 94202 and Union Pacific Railroad Company, successor to The Western Pacific Railroad Company, 1416 Dodge Street, Omaha, NE 68179, dated as of January 1, 1993, and covering twelve 60'9" 100-ton solid-bottom gondola cars numbered WP 5101-5112, inclusive.

Very Truly Yours,

A handwritten signature in dark ink, appearing to read "Louis E. Gitomer", is written over the typed name.

Louis E. Gitomer  
Counsel for  
GATX Third Aircraft Corporation

AMENDMENT NO. 2 TO LEASE OF RAILROAD EQUIPMENT

[Bank of Stockton]

This Amendment No. 2 to Lease of Railroad Equipment ("Amendment No. 2"), is dated as of January 1, 1993, by and between Bank of Stockton ("Bank") and Union Pacific Railroad Company (successor to The Western Pacific Railroad Company) ("UP").

RECITALS

Bank, as lessor, entered into a Lease of Railroad Equipment, dated as of February 1, 1974, with The Western Pacific Railroad Company, as lessee, which lease originally covered twelve gondola railcars and 78 insulated boxcars (the "Original Lease"). During the initial term of the Lease nine of the boxcars subject to Lease were casualties.

Lessor and Lessee amended the original Lease pursuant to that certain Amendment No. 1 to Lease of Railroad Equipment, dated January 1, 1990 (the "Amendment No. 1") which extended the term of the Original Lease with respect to twelve gondola railcars, which are more specifically described on the attached Schedule A (the "Railcars" or the "Units") up through the date hereof. The Original Lease and the Amendment are referred to herein collectively as the "Lease". Capitalized terms used herein and not otherwise defined have the definitions given thereto in the Lease.

Bank and UP now desire to further amend the Lease to extend the term of the Lease with respect to the Railcars.

NOW, THEREFORE, the parties hereto agree to amend the Lease as follows:

1. Renewal and Extension. The term of the Lease is hereby renewed and extended with respect to the Railcars for a period of two years from the date of this Amendment No. 2 (the "Second Renewal Period").

2. Renewal Rents. Section 3 of the Lease, as amended, is hereby further amended to add the following:

"The Lessee agrees to pay to the Lessor, as rent for each of the Railcars, monthly rental payments, in arrears, equal to \$200 per Renewal Unit per month, with the first payment of rent due with respect to the Railcars on or before January 31, 1993, and subsequent rental payments due on the last day of each month thereafter during the Second Renewal Period and with the last rental payment due on or before December 31, 1995."

3. Condition of Railcars. UP hereby represents and warrants to Bank that as of the date hereof the Railcars are in good order and repair and are satisfactory to UP. UP further represents to Bank that it has complied with the terms of the Lease concerning maintenance and repair.

4. Maintenance and Return of Railcars. Bank and UP expressly agree and acknowledge that the provisions concerning the maintenance, storage, transportation and return of the Units under the Lease, including, without limitation, the provisions set forth in Sections 9 and 14, shall apply to the Railcars.

5. Subsequent Renewals and Purchase Option. The parties hereto hereby agree that UP shall be obligated to return the Railcars to Bank upon expiration of the Second Renewal Period in accordance with the provisions set forth in Section 14 of the Lease. Except as otherwise agreed in writing by Bank, UP shall have no right to extend its lease of the Railcars and shall not have any purchase option with respect to the Railcars.

6. Express Amendment. Except as otherwise provided herein, the Lease shall continue in full force and effect.

7. Counterparts. This Amendment No. 2 may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 as of the date first above written.

BANK OF STOCKTON

By:   
Its: Executive Vice President

UNION PACIFIC RAILROAD COMPANY

By:   
Its: AVP-SUPPLY

State of California )  
County of San Joaquin )

On March 3, 1993 before me, Linda Lea Caldwell, Notary Public, personally appeared Douglass M. Eberhardt, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

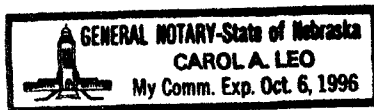


Linda Lea Caldwell  
Notary Public

State of Nebraska )  
County of Douglas )

On Sept 18, 1992 before me, Carol A. Leo, Notary Public, personally appeared Guy L. Molleraken, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Carol A. Leo  
Notary Public

## **SCHEDULE A**

### **Railcars**

**For the purposes of this Amendment No. 2 to Lease of Railroad Equipment, "Railcars" shall mean twelve 60'9," 100-ton solid-bottom gondola cars, bearing road numbers WP5101 - WP5112, inclusive.**